

PTO/SB/80 (04-05)

Approved for use through 11/30/2005. OMB 0651-0035

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**POWER OF ATTORNEY TO PROSECUTE APPLICATIONS BEFORE THE USPTO**

I hereby revoke all previous powers of attorney given in the application identified in the attached statement under 37 CFR 3.73(b).

I hereby appoint:

☒ Practitioners associated with the Customer Number: 56188

OR

☐ Practitioner(s) named below (if more than ten patent practitioners are to be named, then a customer number must be used):

Name	Registration Number	Name	Registration Number

as attorney(s) or agent(s) to represent the undersigned before the United States Patent and Trademark Office (USPTO) in connection with any and all patent applications assigned only to the undersigned according to the USPTO assignment records or assignment documents attached to this form in accordance with 37 CFR 3.73(b).

Please change the correspondence address for the application identified in the attached statement under 37 CFR 3.73(b) to:

☒ The address associated with Customer Number: 56188

OR

<input type="checkbox"/> Firm or Individual Name			
Address			
City	State	Zip	
Country			
Telephone			Email

Assignee Name and Address:

MagnaChip Semiconductor, Inc., 5201 Great America Parkway, Suite 422, Santa Clara, CA 95054.

A copy of this form, together with a statement under 37 CFR 3.73(b) (Form PTO/SB/98 or equivalent) is required to be filed in each application in which this form is used. The statement under 37 CFR 3.73(b) may be completed by one of the practitioners appointed in this form if the appointed practitioner is authorized to act on behalf of the assignee, and must identify the application in which this Power of Attorney is to be filed.

**SIGNATURE of Assignee of Record**

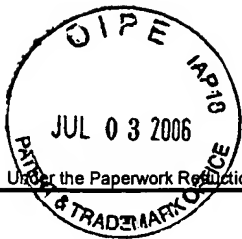
The individual whose signature and title is supplied below is authorized to act on behalf of the assignee

Signature		Date	June 9, 2006
Name	Robert Krakauer	Telephone	408-213-2000
Title	Chief Financial Officer		

This collection of information is required by 37 CFR 1.31, 1.32 and 1.33. The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 3 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.

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PTO/SB/96 (11-05)

Approved for use through 07/31/2006. OMB 0651-0031

U.S. Patent and Trademark Office; U.S. DEPARTMENT OF COMMERCE

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**STATEMENT UNDER 37 CFR 3.73(b)**Applicant/Patent Owner: Chen FENGApplication No./Patent No.: 10/026,094 Filed/Issue Date: December 21, 2001Entitled: 2D IMAGING DATA COLLECTION SENSOR WITH MATCHING ILLUMINATION

IC MEDIA CORPORATION

a CORPORATION

(Name of Assignee)

(Type of Assignee, e.g., corporation, partnership, university, government agency, etc.)

states that it is:

1. ☒ the assignee of the entire right, title, and interest; or
2. ☐ an assignee of less than the entire right, title and interest  
(The extent (by percentage) of its ownership interest is \_\_\_\_\_ %)

in the patent application/patent identified above by virtue of either:

- A. ☒ An assignment from the inventor(s) of the patent application/patent identified above. The assignment was recorded in the United States Patent and Trademark Office at Reel 012403, Frame 0571, or for which a copy thereof is attached.

OR

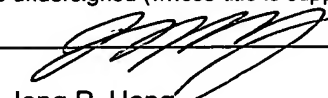
- B. ☐ A chain of title from the inventor(s), of the patent application/patent identified above, to the current assignee as follows:

1. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
2. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.
3. From: \_\_\_\_\_ To: \_\_\_\_\_  
The document was recorded in the United States Patent and Trademark Office at Reel \_\_\_\_\_, Frame \_\_\_\_\_, or for which a copy thereof is attached.

☐ Additional documents in the chain of title are listed on a supplemental sheet.☐ As required by 37 CFR 3.73(b)(1)(i), the documentary evidence of the chain of title from the original owner to the assignee was, or concurrently is being, submitted for recordation pursuant to 37 CFR 3.11.

[NOTE: A separate copy (i.e., a true copy of the original assignment document(s)) must be submitted to Assignment Division in accordance with 37 CFR Part 3, to record the assignment in the records of the USPTO. See MPEP 302.08]

The undersigned (whose title is supplied below) is authorized to act on behalf of the assignee.

  
Signature

Jong P. Hong

Printed or Typed Name

Practitioner Authorized to Act on Behalf of the Assignee

Title

June 30, 2006

Date

650-328-8500

Telephone Number

This collection of information is required by 37 CFR 3.73(b). The information is required to obtain or retain a benefit by the public which is to file (and by the USPTO to process) an application. Confidentiality is governed by 35 U.S.C. 122 and 37 CFR 1.11 and 1.14. This collection is estimated to take 12 minutes to complete, including gathering, preparing, and submitting the completed application form to the USPTO. Time will vary depending upon the individual case. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Chief Information Officer, U.S. Patent and Trademark Office, U.S. Department of Commerce, P.O. Box 1450, Alexandria, VA 22313-1450. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner for Patents, P.O. Box 1450, Alexandria, VA 22313-1450.

If you need assistance in completing the form, call 1-800-PTO-9199 and select option 2.



AGREEMENT AND PLAN OF MERGER  
by and between  
IC MEDIA CORPORATION,  
a California corporation,  
and  
MAGNACHIP SEMICONDUCTOR, INC.,  
a Delaware corporation

This Agreement and Plan of Merger (this "Agreement") dated as of November 17, 2005 is by and between IC Media Corporation, a California corporation (hereinafter sometimes called "IC Media"), and MagnaChip Semiconductor, Inc., a Delaware corporation (hereinafter sometimes called "MagnaChip"). IC Media and MagnaChip are sometimes hereinafter referred to as the "Constituent Corporations."

RECITALS

A. IC Media and MagnaChip have entered into this Agreement in accordance with Section 1108 of the General Corporation Law of the State of California ("California Law") and Section 252 of the General Corporation Law of the State of Delaware ("Delaware Law") providing for the merger of MagnaChip with and into IC Media (the "Merger"), which Agreement has been approved, adopted, certified, executed and acknowledged by each of the Constituent Corporations.

B. The boards of directors of the Constituent Corporations deem it desirable and in the best interests of the corporations and their shareholders that MagnaChip be merged into IC Media, and that the transaction qualify as a "reorganization" within the meaning of Sections 368(a) of the Internal Revenue Code of 1986, as amended.

C. California Law permits the merger of a business corporation of another jurisdiction with and into a business corporation of the State of California.

D. Delaware Law permits a merger of a business corporation of the State of Delaware with and into a business corporation of another jurisdiction.

E. The Agreement has been approved and adopted by the requisite percentages of the outstanding voting stock of MagnaChip and IC Media.

NOW, THEREFORE, in consideration of the premises and of the mutual agreement of the parties hereto, being thereunto duly entered into by IC Media and approved by resolutions adopted by written consent by its Board of Directors and by its sole shareholder and being thereunto duly entered into by MagnaChip and approved by resolutions adopted by written consent by its Board of Directors and by its sole shareholder, the Merger and the terms and conditions thereof and the mode of carrying the same into effect, together with any provisions required or permitted to be set forth herein are hereby determined and agreed upon as follows:

ARTICLE I

THE CONSTITUENT CORPORATIONS

1.1 IC Media. IC Media is a corporation duly organized and existing under the laws of the State of California, with its principal office located at 5201 Great America Pkwy, Suite 422, Santa Clara,

California 95054. IC Media has 100 shares of Common Stock, no par value, issued and outstanding, all of which are owned by MagnaChip Semiconductor LLC ("Parent").

1.2 MagnaChip. MagnaChip is a corporation duly organized and existing under the laws of the State of Delaware, with its principal office located at 5201 Great America Pkwy, Suite 422, Santa Clara, California 95054. MagnaChip has 1,000 shares of Common Stock, par value \$0.01, issued and outstanding, all of which are owned by Parent.

## ARTICLE II

### THE MERGER

2.1 The Merger. At the Effective Time (as defined in Section 2.2 hereof) and subject to and upon the terms and conditions of this Agreement and the applicable provisions of the California Law, MagnaChip shall be merged with and into IC Media, the separate corporate existence of MagnaChip shall cease and IC Media shall continue as the surviving corporation as a wholly-owned subsidiary of Parent. The surviving corporation after the Merger is sometimes referred to hereinafter as the "**Surviving Corporation.**"

2.2 Filing and Effectiveness. This Agreement, together with the officers' certificates of each of the Constituent Corporations required by California Law (collectively, the "**Officers' Certificates**"), shall be filed with the Secretary of State of the State of California and an executed certificate of merger meeting the requirements of Delaware Law shall be filed with the Secretary of State of the State of Delaware. The Merger shall become effective, in accordance with California Law, upon the filing of this Agreement and the Officers' Certificates with the Secretary of State of the State of California (the "**Effective Time**").

2.3 Effect of the Merger. At the Effective Time, the effect of the Merger shall be as provided in the applicable provisions of California Law. Without limiting the generality of the foregoing, and subject thereto, at the Effective Time, all the property, rights, privileges, powers and franchises of MagnaChip shall vest in the Surviving Corporation, and all debts, liabilities and duties of MagnaChip shall become the debts, liabilities and duties of the Surviving Corporation.

2.4 Articles of Incorporation; Name Change as a Result of the Merger. Upon the filing of this Agreement, the articles of incorporation of the Surviving Corporation are hereby amended and restated as of the Effective Time to read in the form attached hereto as Exhibit A until thereafter amended in accordance with California Law and as provided in such articles of incorporation. As a result of such amendment to the articles of incorporation of the Surviving Corporation, the name of the Surviving Corporation shall be "MagnaChip Semiconductor, Inc."

2.5 Officers and Directors. The directors of MagnaChip immediately prior to the Effective Time shall be the directors of the Surviving Corporation immediately after the Effective Time, each to hold the office of a director of the Surviving Corporation in accordance with the provisions of California Law and the articles of incorporation and bylaws of the Surviving Corporation until their successors are duly elected and qualified. The officers of MagnaChip immediately prior to the Effective Time shall be the officers of the Surviving Corporation immediately after the Effective Time, except that the Secretary of the Surviving Corporation shall be John McFarland, each to hold such office in the Surviving Corporation in accordance with the provisions of California Law and the Articles of Incorporation and Bylaws of the Surviving Corporation until their successors are duly elected and qualified.

2.6 Bylaws. The Bylaws of IC Media, as in effect immediately prior to the Effective Time, shall be the Bylaws of the Surviving Corporation at the Effective Time until thereafter amended in accordance with California Law and as provided in such Bylaws.

2.7 Effect of Merger on the Capital Stock of the Constituent Corporations. At the Effective Time, by virtue of the Merger and without any action on the part MagnaChip, IC Media or Parent,

(a) Each share of Common Stock of MagnaChip issued and outstanding immediately prior to the Effective Time of the Merger shall be converted automatically into one share of Common Stock of the Surviving Corporation, which shall thereafter be an issued and outstanding share of Common Stock of the Surviving Corporation.

(b) Each share of Common Stock of IC Media issued and outstanding immediately prior to the Effective Time of the Merger shall be cancelled without consideration and shall cease to exist.

(c) Stock certificates representing shares of MagnaChip's Common Stock shall upon the consummation of Merger be deemed for all purposes to represent that number of shares of Common Stock of the Surviving Corporation receivable in exchange therefor as provided in this Section 2.7.

### ARTICLE III

#### MISCELLANEOUS

3.1 Termination and Amendment. Notwithstanding the approval of this Agreement by the shareholders of each of the Constituent Corporations, this Agreement may be terminated at any time prior to the Effective Time by mutual agreement of the Boards of Directors of the Constituent Corporations. This Agreement may be amended by the parties at any time before or after approval hereof by the shareholders of each of the Constituent Corporations, but, after any such approval, no amendment will be made which, under the applicable provisions of California Law and Delaware Law, requires the further approval of shareholders without obtaining such further approval. This Agreement shall not be amended except by an instrument in writing signed on behalf of each of the parties.

3.2 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be enforceable against the parties that execute such counterparts, and all of which together shall constitute one instrument.

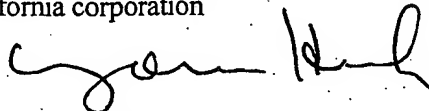
3.3 Governing Law. This Agreement shall in all respects be construed, interpreted and enforced in accordance with and governed by the laws of the State of California and, so far as applicable, the merger provisions of Delaware Law.

3.4 Agreement. An executed copy of this Agreement is on file at the principal place of business of the Surviving Corporation located at 5201 Great America Pkwy, Suite 422, Santa Clara, California 95054.


*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, IC Media and MagnaChip, as duly authorized by their respective boards of directors, have caused this Agreement to be approved, adopted, certified, executed and acknowledged as of the date first set forth above.

**IC MEDIA CORPORATION,**  
a California corporation

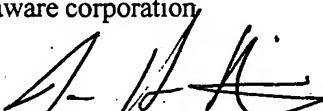
By: 

Name: Dr. Youm Huh  
Title: President

By: 

Name: John McFarland  
Title: Secretary

**MAGNACHIP SEMICONDUCTOR, INC.,**  
a Delaware corporation

By: 

Name: Jason Hartlove  
Title: President and Secretary

[Signature Page to Agreement and Plan of Merger]

## EXHIBIT A

### AMENDED AND RESTATED ARTICLES OF INCORPORATION

The articles of incorporation of the Surviving Corporation are amended and restated to read as follows:

#### **"ARTICLE I**

The name of this corporation is MagnaChip Semiconductor, Inc.

#### **ARTICLE II**

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

#### **ARTICLE III**

This corporation is authorized to issue one class of shares, designated "Common Shares." The total number of Common Shares this corporation is authorized to issue is 1,000 shares, with a par value of \$0.001 per share.

#### **ARTICLE IV**

A. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. Indemnification of Corporate Agents. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, votes of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this corporation and its shareholders.

C. Repeal or Modification. Any repeal or modification of the foregoing provisions of this ARTICLE IV shall not adversely affect any right or protection of an agent of this corporation relating to acts or omissions occurring prior to such repeal or modification."

IC MEDIA CORPORATION

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Dr. Youm Huh, President of IC Media Corporation, and John McFarland, Secretary of IC Media Corporation, hereby certify that:

They are the President and Secretary, respectively, of IC Media Corporation, a California corporation (the "Company").

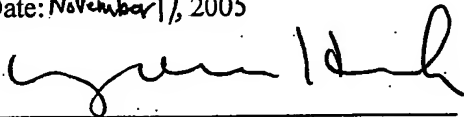
The principal terms of the Agreement and Plan of Merger in the form attached hereto (the "Merger Agreement") providing for the merger (the "Merger") of MagnaChip Semiconductor, Inc., a Delaware corporation, with and into the Company were duly approved by the Board of Directors and the sole shareholder of the Company.

The outstanding shares of the Company entitled to vote on the Merger consisted of 100 shares of Common Stock. Pursuant to the Company's Amended and Restated Articles of Incorporation, and the California Corporations Code, the vote required is a majority of the outstanding shares of the Common Stock.

The principal terms of the Merger Agreement were approved by the consent of the Company's sole shareholder, holding one hundred percent (100%) of the Company's issued and outstanding shares, which vote exceeded the vote required.

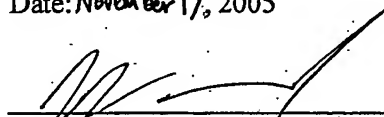
Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

Date: November 17, 2005



Dr. Youm Huh, President

Date: November 17, 2005



John McFarland, Secretary



**MAGNACHIP SEMICONDUCTOR, INC.**

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Jason Hartlove, President and Secretary of MagnaChip Semiconductor, Inc., does hereby certify that:

He is the President and Secretary of MagnaChip Semiconductor, Inc., a Delaware corporation ("MagnaChip").

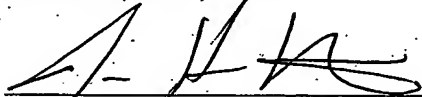
The principal terms of the Agreement and Plan of Merger in the form attached hereto (the "Merger Agreement") providing for the merger (the "Merger") of MagnaChip with and into IC Media Corporation, a California corporation, were duly approved by the Board of Directors and the sole stockholder of MagnaChip.

There were 1,000 shares of Common Stock of MagnaChip issued and outstanding, all of which were entitled to vote upon the Merger. A vote of more than 50% of the outstanding shares of Common Stock of MagnaChip was required to approve the Merger.

The principal terms of the Merger Agreement were approved by the consent of the MagnaChip's sole shareholder, holding one hundred percent (100%) of the MagnaChip's issued and outstanding shares, which vote exceeded the vote required.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Date: November 17, 2005



Jason Hartlove, President and Secretary

**CERTIFICATE OF MERGER OF  
MAGNACHIP SEMICONDUCTOR, INC.  
WITH AND INTO  
IC MEDIA CORPORATION**

Pursuant to Section 252(c) of the General Corporation Law of the State of Delaware, IC Media Corporation ("IC Media"), organized and existing under the California Corporations Code, does hereby certify the following information relating to the merger of MagnaChip Semiconductor, Inc., a Delaware corporation ("MagnaChip"), with and into IC Media (the "Merger"):

**FIRST:** That the name and state of incorporation of each of the constituent corporations (the "Constituent Corporations") to the Merger are:

Name	State of Incorporation
IC MEDIA CORPORATION	California
MAGNACHIP SEMICONDUCTOR, INC.	Delaware

**SECOND:** An Agreement and Plan of Merger (the "Merger Agreement"), dated November 17, 2005, between IC Media and MagnaChip providing for the Merger has been approved, adopted, certified, executed, and acknowledged by each of the Constituent Corporations in accordance with the requirements of Section 252(c) of the General Corporation Law of the State of Delaware.

**THIRD:** That the surviving corporation will be IC Media, whose name, upon filing the Merger Agreement with the Secretary of State of the State of California, will be changed to "MagnaChip Semiconductor, Inc." (the "Surviving Corporation").

**FOURTH:** That at the effective time of the Merger, the Articles of Incorporation of the Surviving Corporation shall be amended and restated to read as set forth in Exhibit A hereto.

**FIFTH:** That the executed Merger Agreement is on file at the principal place of business of the Surviving Corporation, located at 5201 Great America Pkwy, Suite 422, Santa Clara, California 95054.

**SIXTH:** That a copy of the Merger Agreement will be furnished by the Surviving Corporation on request and without cost, to any stockholder of any Constituent Corporation.

**SEVENTH:** That IC Media, as the Surviving Corporation following the Merger, may be served with process in the State of Delaware as set forth in Exhibit B hereto.

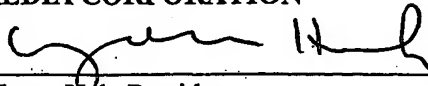
*[Remainder of Page Intentionally Left Blank]*

IN WITNESS WHEREOF, the undersigned, for the purposes of effectuating the merger of the Constituent Corporations, has caused this Certificate of Merger to be duly executed.

Dated November 17, 2005

IC MEDIA CORPORATION

By:

  
Youm Huh, President

## **EXHIBIT A**

### **AMENDED AND RESTATED ARTICLES OF INCORPORATION**

The articles of incorporation of the Surviving Corporation shall be amended and restated at the effective time of the Merger to read as follows:

#### **"ARTICLE I**

The name of this corporation is MagnaChip Semiconductor, Inc.

#### **ARTICLE II**

The purpose of the corporation is to engage in any lawful act or activity for which a corporation may be organized under the General Corporation Law of California other than the banking business, the trust company business or the practice of a profession permitted to be incorporated by the California Corporations Code.

#### **ARTICLE III**

This corporation is authorized to issue one class of shares, designated "Common Shares." The total number of Common Shares this corporation is authorized to issue is 1,000 shares, with a par value of \$0.001 per share.

#### **ARTICLE IV**

A. Limitation of Directors' Liability. The liability of the directors of this corporation for monetary damages shall be eliminated to the fullest extent permissible under California law.

B. Indemnification of Corporate Agents. This corporation is authorized to provide indemnification of agents (as defined in Section 317 of the California Corporations Code) through bylaw provisions, agreements with agents, votes of shareholders or disinterested directors or otherwise, in excess of the indemnification otherwise permitted by Section 317 of the California Corporations Code, subject only to the applicable limits set forth in Section 204 of the California Corporations Code with respect to actions for breach of duty to this corporation and its shareholders.

C. Repeal or Modification. Any repeal or modification of the foregoing provisions of this ARTICLE IV shall not adversely affect any right or protection of an agent of this corporation relating to acts or omissions occurring prior to such repeal or modification."

**EXHIBIT B**

**SERVICE OF PROCESS**

The Surviving Corporation, IC Media Corporation, a California corporation, hereby agrees that it may be served with process in the State of Delaware in any proceeding for the enforcement of any obligation of the merging corporation, MagnaChip Semiconductor, Inc., a Delaware corporation, arising from the Merger, including the rights of any dissenting stockholder thereof, and hereby irrevocably appoints the Secretary of State of Delaware as its agent to accept service of process in any such suit or other proceedings and agrees that service of any such process may be made by personally delivering to and leaving with such Secretary of State of the State of Delaware duplicate copies of such process, and hereby authorizes the State of Delaware to send forthwith by registered mail one of such duplicate copies of such process to the Surviving Corporation at 5201 Great America Pkwy, Suite 422, Santa Clara, California 95054.

IC MEDIA CORPORATION

OFFICERS' CERTIFICATE OF APPROVAL OF MERGER

The undersigned, Dr. Youm Huh, President of IC Media Corporation, and John McFarland, Secretary of IC Media Corporation, hereby certify that:

They are the President and Secretary, respectively, of IC Media Corporation, a California corporation (the "Company").

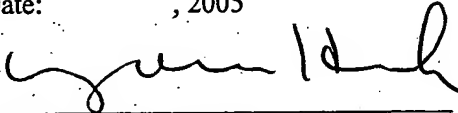
The principal terms of the Agreement and Plan of Merger in the form attached hereto (the "Merger Agreement") providing for the merger (the "Merger") of MagnaChip Semiconductor, Inc., a Delaware corporation, with and into the Company were duly approved by the Board of Directors and the sole shareholder of the Company.

The outstanding shares of the Company entitled to vote on the Merger consisted of 100 shares of Common Stock. Pursuant to the Company's Amended and Restated Articles of Incorporation, and the California Corporations Code, the vote required is a majority of the outstanding shares of the Common Stock.

The principal terms of the Merger Agreement were approved by the consent of the Company's sole shareholder, holding one hundred percent (100%) of the Company's issued and outstanding shares, which vote exceeded the vote required.

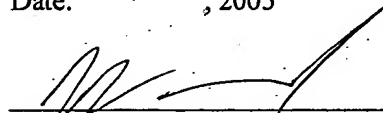
Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

Date: , 2005



Dr. Youm Huh, President

Date: , 2005



John McFarland, Secretary

**MAGNACHIP SEMICONDUCTOR, INC.**

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Jason Hartlove, President and Secretary of MagnaChip Semiconductor, Inc., does hereby certify that:

He is the President and Secretary of MagnaChip Semiconductor, Inc., a Delaware corporation ("MagnaChip").

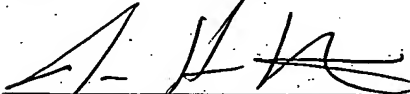
The principal terms of the Agreement and Plan of Merger in the form attached hereto (the "Merger Agreement") providing for the merger (the "Merger") of MagnaChip with and into IC Media Corporation, a California corporation, were duly approved by the Board of Directors and the sole stockholder of MagnaChip.

There were 1,000 shares of Common Stock of MagnaChip issued and outstanding, all of which were entitled to vote upon the Merger. A vote of more than 50% of the outstanding shares of Common Stock of MagnaChip was required to approve the Merger.

The principal terms of the Merger Agreement were approved by the consent of the MagnaChip's sole shareholder, holding one hundred percent (100%) of the MagnaChip's issued and outstanding shares, which vote exceeded the vote required.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Date: , 2005

  
\_\_\_\_\_  
Jason Hartlove, President and Secretary

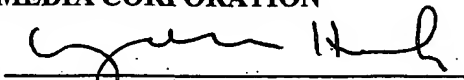
IN WITNESS WHEREOF, the undersigned, for the purposes of effectuating the merger of the Constituent Corporations, has caused this Certificate of Merger to be duly executed.

Dated

, 2005

IC MEDIA CORPORATION

By:



Youn Huh, President



**IC MEDIA CORPORATION**

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Dr. Youm Huh, President of IC Media Corporation, and John McFarland, Secretary of IC Media Corporation, hereby certify that:

They are the President and Secretary, respectively, of IC Media Corporation, a California corporation (the "Company").

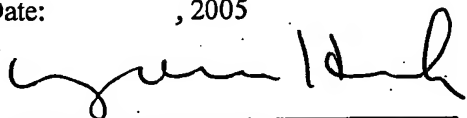
The principal terms of the Agreement and Plan of Merger in the form attached hereto (the "Merger Agreement") providing for the merger (the "Merger") of MagnaChip Semiconductor, Inc., a Delaware corporation, with and into the Company were duly approved by the Board of Directors and the sole shareholder of the Company.

The outstanding shares of the Company entitled to vote on the Merger consisted of 100 shares of Common Stock. Pursuant to the Company's Amended and Restated Articles of Incorporation, and the California Corporations Code, the vote required is a majority of the outstanding shares of the Common Stock.

The principal terms of the Merger Agreement were approved by the consent of the Company's sole shareholder, holding one hundred percent (100%) of the Company's issued and outstanding shares, which vote exceeded the vote required.

Each of the undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct to his own knowledge.

Date: , 2005



Dr. Youm Huh, President

Date: , 2005



John McFarland, Secretary

**MAGNACHIP SEMICONDUCTOR, INC.**

**OFFICERS' CERTIFICATE OF APPROVAL OF MERGER**

The undersigned, Jason Hartlove, President and Secretary of MagnaChip Semiconductor, Inc., does hereby certify that:

He is the President and Secretary of MagnaChip Semiconductor, Inc., a Delaware corporation ("MagnaChip").

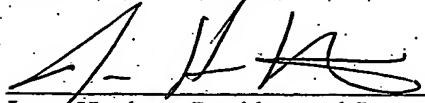
The principal terms of the Agreement and Plan of Merger in the form attached hereto (the "Merger Agreement") providing for the merger (the "Merger") of MagnaChip with and into IC Media Corporation, a California corporation, were duly approved by the Board of Directors and the sole stockholder of MagnaChip.

There were 1,000 shares of Common Stock of MagnaChip issued and outstanding, all of which were entitled to vote upon the Merger. A vote of more than 50% of the outstanding shares of Common Stock of MagnaChip was required to approve the Merger.

The principal terms of the Merger Agreement were approved by the consent of the MagnaChip's sole shareholder, holding one hundred percent (100%) of the MagnaChip's issued and outstanding shares, which vote exceeded the vote required.

The undersigned further declares under penalty of perjury under the laws of the State of California that the matters set forth in this certificate are true and correct of his own knowledge.

Date: , 2005

  
\_\_\_\_\_  
Jason Hartlove, President and Secretary

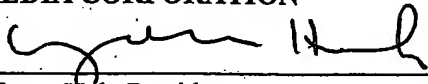
IN WITNESS WHEREOF, the undersigned, for the purposes of effectuating the merger of the Constituent Corporations, has caused this Certificate of Merger to be duly executed.

Dated

, 2005

IC MEDIA CORPORATION

By:

  
\_\_\_\_\_  
Youm Huh, President



FRANCHISE TAX BOARD  
PO BOX 1468  
SACRAMENTO CA 95812-1468

## TAX CLEARANCE CERTIFICATE

EXPIRATION DATE: January 15, 2006

September 14, 2005

GREENBERG TRAUIG LLP  
MICHEAL REAGAN ESQ  
1900 UNIVERSITY AVE FL 5  
PALO ALTO CA 94303

ISSUED TO : MAGNACHIP SEMICONDUCTOR, INC.  
ENTITY ID : 2672512

The date a business entity ceases to exist is established when the California Secretary of State (SOS) receives, accepts, and files all the required forms to officially close the entity. By the expiration date shown on this Tax Clearance Certificate you must ensure that all the required forms to dissolve, withdraw, surrender, cancel, merge, or convert are submitted to and filed by the SOS. If the SOS does not officially close your business entity by the expiration date above, your business entity may remain subject to additional taxes, penalties, interest, and fees.

Your business entity is also subject to normal filing requirements through the date established by the SOS. If you provided an assumer with your request for tax clearance, the assumer must ensure that the state income tax returns for your business entity are (or have been) filed with the Franchise Tax Board through the date established by the SOS. Additionally, the assumer must ensure that all state income tax liabilities are paid.

By issuing this Tax Clearance Certificate, we certify that you have either paid all taxes imposed on your business entity or that you have secured them by providing an assumer, bond, or cash deposit. However, the business entity, its assumers, or transferees still remain liable for any subsequent assessments during the applicable statute of limitations. We sent a copy of this certificate to the SOS. Please keep this original for your records.

The Office of the Secretary of State is located at 1500 11th Street, Third Floor, Sacramento, California 95814-5701. You can also visit their Website at [www.ss.ca.gov](http://www.ss.ca.gov) for more information.

Tax Clearance Unit  
Taxpayer Services Center  
Telephone (800) 852-5711

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